I. Call to Order

II. Roll Call

III. Approval of Agenda #18 Monday, April 3, 2017 – Action Item

IV. Chair's Report

V. Approval of Minutes

VI. Public Comments (As per the Gloria Romero Open Meeting Act of 2000 authorized by Section 89306.)

Every A.S. Council agenda for regular meetings shall provide an opportunity for members of the public to directly address the A.S. Council on any item affecting higher education at the campus or statewide level, provided that no action shall be taken on any item not appearing on the agenda. However, Council may briefly respond to statements made or questions posed by a person exercising his or her public testimony rights, may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. A.S. Council may also provide a reference to resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or request that a matter of business be placed on a future agenda.

Persons recognized by the Chair should first identify themselves by name. Time limits will be established by the Chair depending on the number of people wishing to speak and the length of the Agenda. The maximum amount of time per speaker shall not exceed 10 minutes. Public comments regarding items on the agenda will be taken prior to each agenda item.

VII. Appointments to Committees and Council

A. A.S. President
B. A.S. Administrative Vice President
C. A.S. Legislative Vice President
D. A.S. Student Affairs Vice President

VIII. Old Business

A. Resolution 2016-17-16: An Act of the AS Vision and Commitments – Second Reading

The resolution will redefine and add a vision to the A.S. Constitution.

IX. New Business

X. Official Reports (10 minute limit each speaker, additional time at discretion of Chair)
A. Committee Reports from Students-at-Large (This is a time for students appointed to committees/boards to give a report to Council.)

B. President (Jonah Platt)

AS Executive Committee – March 24, 2017

1. Scheduling an Action – Discussion Item
   A follow-up of our Listening Campaign from the PICO organizing model.

2. Accountability – Discussion Item
   We will discuss the creation of new models to foster accountability within AS.

3. Revisiting the GPA – Discussion Item.
   We will discuss what changes we'd like to enact of the GPA (Graduate Pledge Alliance)

4. AS Presents Programming – Discussion Item
   Discussion on AS Presents Programming.

C. Administrative Affairs Vice President (Gregory Rodriguez)

Board of Finance Committee Report – March 27, 2017

1. Request for $3,272 for Mecha de HSU. – Action Item
   The request is for travel and registration to a national Mecha conference.

2. Business Management Services Agreement Between Humboldt State University and Humboldt State University Associated Students – Action Item
   The committee will review and approve the Business Management Services Agreement Between Humboldt State University and Humboldt State University Associated Students.

3. Discretionary Budget – Discussion Item
   The committee will discuss the discretionary budget.

Board of Finance Committee Report – March 30, 2017

1. Request for $1,464 for F.R.E.E. – Action Item
   The request is for members of F.R.E.E. to travel to CA-NOME (California Chapter of the National Association for Multicultural Education) conference.

2. Request for $3054.24 for INRSEP. – Action Item
   The request is the cost of an INRSEP garden project.

D. Student Affairs Vice President (Sonya Navarro)
E. Legislative Vice President (Jessie Avitia)
F. Council Representative Reports
G. External Affairs (Chey King)
H. AS Presents (Alejandro Arredondo)
I. Elections Commissioner (Dante Hamm)
J. Vice President for Enrollment Management and Student Affairs (Dr. Peg Blake)
K. Executive Director, Interim (Jane Hill)

XI. General Council Discussion (At this time Council members and Executives may follow-up with questions regarding reports.)

XII. General Council Work Session

A. Council Assessment – Discussion Item
   The Council will conduct a group assessment of themselves over the academic year.

XIII. Announcements

XIV. Adjournment

This event is wheelchair accessible. Persons who wish to request disability-related accommodations, including sign-language interpreters, should contact Patric Esh, AS Council Coordinator, at patric.esh@humboldt.edu or call (707) 826-4221. Some accommodations may take up to several weeks to arrange.
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RESOLUTION No. 2016-17-16

AUTHORED BY: Dominic Ciccerone, CAHSS Representative, and
Jonah Platt, AS President

REFERRED TO: AS COUNCIL
ACTION SCHEDULED: April 3rd, 2017

SUBJECT: An Act to add the AS Vision and Commitments to the Constitution

1. WHEREAS, the Associated Students (A.S.) Council of Humboldt State University (HSU) is the single recognized voice for over 7,500 students; and,

2. WHEREAS, the Mission of the Associated Students of Humboldt State University serves “to assist in the educational, social, physical, and cultural well-being of the University community”; and,

3. WHEREAS, the HSU Office of the President explicitly states HSU “will be renowned for social and environmentally responsible action”; and,

4. WHEREAS, the Goals of the HSU 2015-2020 Strategic Plan are to “1 Prepare students to be socially and environmentally responsible leaders in a diverse and globalized world ... 2 Foster meaningful relationships across differences, including diverse cultural communities, identities, and competencies...[and] 4 [to] serve as effective stewards of the natural and built environment and the university’s financial resources with a focus on sustainability”; and,

5. WHEREAS, Associated Students have no documented values; therefore, be it

6. RESOLVED, by the members of the Associated Students Council that a core set of beliefs are established; and, be it further

7. RESOLVED, that a clear vision is established ; and, be it further

8. RESOLVED, that future Councils will be held accountable to this established vision and set of commitments: and, be it further

9. RESOLVED, that the following changes take place within Article I of the AS Constitution:

Article I
Name, Mission, Vision, Commitments and Membership
Section A: Name
The name of this corporation shall be the Associated Students of Humboldt State University, hereinafter referred to as the "Association".

Section B: Mission and Purpose (per AS Constitution)

The Associated Students of Humboldt State University is a recognized non-profit corporation and an auxiliary of Humboldt State University. The specific purpose of this corporation is to provide a means for responsible and effective participation in the governance of the campus; provide an official voice through which students' opinions may be expressed; foster awareness of these opinions both on and off campus; assist in the protection of the rights and interests of the individual student and the student body; provide services and programs as deemed necessary by the corporation to meet the needs of the student and campus community; and to stimulate the educational, social, physical, and cultural well-being of the University community.

The Associated Students' services and programs shall be established for the purpose of providing essential activities closely related to, but not normally included as a part of the institutional educational program.

Section C: Vision (Results of a Successful Mission)

Equity:
- Striving for social and environmental justice
- Listening to those directly affected by inequity
- Striving for respect and the understanding of all people

Empowerment:
Developing student organizers and leaders
- Providing tools for institutional and policy changes
- Offering spaces for group and individual empowerment

Well-being:
- Enhancing the livelihood and academic success of the student body
- Fostering support for personal and community well-being
- Offering opportunities for healing/care

Section D: Commitments

We as AS Board Members will be held accountable to the following commitments:

1. I will take full accountability for the impact of my actions or inactions.
2. I will do my best to become aware of my own biases by understanding them and
critically thinking about their impact on myself and others.

3. I will listen to the people who are directly impacted by inequity and injustice before trying to implement policies that may adversely affect them.

4. I will invite those who are directly impacted by inequity and injustice to provide their insight so that I may develop my understandings, and allow myself to be educated in order to better formulate policy.

5. I will strive to be honest in my actions.

6. I will dedicate myself to the preservation and the well-being of all life.

7. I will be personally accountable for my own well-being.

8. I will welcome the responsibility to transform systems so that they are equitable for all beings.

9. I will choose to be the change I want to see in this world, working to free myself from the negative influences of fear, pain, victimhood, inadequacy and other perceptions that are obstacles to achieving my goals.

10. I will pursue active involvement to improve the livelihood of individuals alive today and those yet to come.

11. I will hold myself personally responsible for these values so that all lives are respected and given an opportunity to thrive.

and, be it further

10. RESOLVED, that copies of this resolution be sent to, but not limited to: Dr. Peg Blake, Dr. Lisa Rossbacher, Julia Alderson, the Multicultural Center, Latinx Center, the AACAE, ITEPP, INRSEP, all HSU AS funded programs, the director of the Office of Diversity, Equity, and Inclusion, and all other CSU Associated Students and Associated Students Incorporated organizations.

Author, Dominic Cicerone  
CAHSS Representative

Author, Jonah Platt  
AS President
Business Management Services Agreement
Between
Humboldt State University and
Humboldt State University Associated Students

THIS AGREEMENT is entered into this 1st day of January, 2017 between Humboldt State University (HSU) and Humboldt State University Associated Students (Associated Students).

WHEREAS, HSU agrees to provide the Business Services to Associated Students as outlined in Exhibit A for the period commencing January 1, 2017 and ending June 30, 2018. This agreement is subject to three additional one-year extensions without notification from either party. At the conclusion of those extensions, this agreement will terminate.

Business Service Fee - Associated Students agrees to pay HSU for the Business Services rendered as outlined in this agreement in the amount of $57,610 for the period January 1, 2017 through June 30, 2017 and $115,220 for the period July 1, 2017 through June 30, 2018. HSU will invoice Associated Students at the end of each quarter.

• Following the period ending June 30, 2018, HSU will recalculate the service fees that were accessed from January 1, 2017 through June 30, 2018 using its Cost Allocation process for calculating Business Service fees as approved by HSU’s Cabinet on March 14, 2016 and if any savings are determined, those savings will be returned to Associated Students.

• Following the period ending June 30, 2018, HSU will calculate Associated Students’ Business Service fee using the approved Cost Allocation process.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

1. Power and Authority
Associated Students warrants it has full power and authority to enter into this Agreement and will hold HSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Associated Students shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of HSU under this Agreement.

2. Assignments
Associated Students shall not assign this Agreement, either in whole or in part, without HSU’s written consent, which will not be unreasonably withheld.

3. Entire Agreement
This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each party.

4. Agreement Alterations & Integration
No alteration or variation of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing in the Agreement shall be binding on any of the parties hereto.

5. Cancellation
HSU and/or Associated Students has the right to cancel this Agreement at any time and without future financial obligation upon thirty (30) days written notice to either party.

6. General Indemnity
Associated Students shall indemnify, defend, and hold harmless the HSU and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Associated Students’ performance under this Agreement.

Commented [j1]: Four (there is a 5-year time limit)

Commented [j2]: Should a cancellation occur, any fees paid by AS to HSU will be refunded or credited as of the effective cancellation date.
7. Governing Law
To the extent not inconsistent with applicable federal law, this Agreement shall be construed in accordance with and
governed by the laws of the State of California.

8. Confidentiality of Data
(a) Associated Students acknowledges the privacy rights of individuals to their personal information that are
expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California
Constitution Article 1, Section 1. Associated Students shall maintain the privacy of personal information and
protected data as confidential information. Associated Students shall not use, disclose, or release confidential
information contained in HSU records without full compliance with applicable state and federal privacy laws,
and this Agreement. Associated Students further acknowledges and agrees to comply with Federal privacy
laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2))
applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States
Code, Section 1232g) applicable to student education records and information from student education records.
Associated Students shall maintain the privacy of confidential information and shall be financially responsible
for any notifications to affected persons (after prompt consultation with HSU) whose personal information is
disclosed by any security breach relating to confidential information resulting from Associated Students’ or its
personnel’s acts or omissions. Further, if so requested by HSU, Associated Students shall be administratively
responsible for providing such notification in the most expedient time possible consistent with the methods
prescribed in California Civil Code 1798.29g and 1798.82g.

(b) Associated Students further agrees that all financial, statistical, personal, technical and other data and
information relating to HSU’s operation designated “confidential” by HSU, and not otherwise subject to
disclosure under the California Public Records Act, and made available to Associated Students or which become
available to Associated Students while operating under this Agreement, shall be protected by Associated
Students using the same level of care it takes to protect its own information of a similar nature, but in no event
less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body
with legal authority to order the disclosure of confidential information or protected data, Associated Students
will notify HSU in writing prior to any such disclosure to give HSU an opportunity to oppose any such
disclosure. Prior to any disclosure of confidential information as required by legal process, Associated Students
shall: Notify HSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of
disclosure, immediately upon becoming so obligated; and

(c) Associated Students shall cooperate with any litigation or investigation proceedings concerning protected data
loss or other breach of Associated Students’ obligations under this Agreement. Any access, transmission, or
storage of protected data outside the United States must be approved in writing by HSU in advance. Associated
Students’ failure to comply with any provision of this Section shall constitute a material breach of the
Agreement.

9. Dispute
Any dispute arising under or resulting from this Agreement that is not resolved within 60 days of time by authorized
representatives of Associated Students and HSU shall be brought to the attention of Associated Students’ Chief
Executive Officer (or designee) and HSU’s Chief Business Officer (or designee) for resolution. If this informal
dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.
Despite an unresolved dispute, HSU and Associated Students shall continue without delay in performing their
responsibilities under this Agreement.

10. Force Majeure
If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed
or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil
disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any
federal, state or local government authority, or any other cause not reasonably within such party’s control, whether
or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to
the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any
kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or
to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of January 1, 2017.
ASSOCIATED STUDENTS
OF HUMBOLDT STATE UNIVERSITY

By: ____________________________
Name: __________________________
Title: President
Date: ____________________________

By: ____________________________
Name: __________________________
Title: Legislative Vice President
Date: ____________________________

By: ____________________________
Name: Jane Hill
Title: Interim Executive Director
Date: ____________________________

HUMBOLDT STATE UNIVERSITY

By: ____________________________
Name: Joyce Lopes
Title: Vice President, Administrative Affairs
Date: ____________________________
Exhibit A

Business Services

The following Business Services will be provided to HSU's Associated Students:

- **General Administration** – Ensure established business processes developed by the California State University system are followed. This would include but be not limited to ensuring compliance with established CSU Executive Orders, California Ed Code, Title 5 and other HSU Policies and Procedures. In addition, provide financial consulting as it applies to financial and business related activities of Associated Students.

**Associated Students Business Office**

- Oversees the day-to-day activities of the AS Business Office.
- Provide support to the Executive Director for Associated Students.
- Validates appropriate funding sources prior to the procurement of supplies and services.
- Assists students and other campus departments by answering questions and solving problems of a financial nature.

**Accounting & Finance**

- Ensures appropriate internal controls and proper segregation of duties are in place at all times.
- Records all financial transactions within the CSU’s People-Soft Finance module.
- Performs monthly reconciliations of all Balance Sheet accounts.
- Provides quarterly/annual reporting to the Associated Students Board of Finance Committee or other related committees or groups.
- Access to HSU’s financial reporting data warehouse and training for use.
- Prepares required reporting to the CSU Chancellor’s Office or other similar agencies.
- Works with Associated Students auditors in preparing the annual audited report or other non-routine audits. This would include preparing various schedules, the collection of data for sampling purposes, the updating of financial footnotes and other related audit schedules as necessary.
- Issues invoices to both internal and external customers.
- Distributes the monthly aging report and manages any delinquent accounts.

**Accounts Payable**

- Collects appropriate vendor setup information (i.e., Form 204).
- Ensures appropriate supporting documentation is provided for check requests and that appropriate approval is received prior to processing any check request.
- Prepares California Sales and Use Tax returns.
- Processes and mails year-end 1099 tax documents to appropriate vendors and files on behalf of the Associated Students using the IRS Filing Information Returns Electronically (FIRE) system.

**Business Services Information/Drop off Center**

- Serve as a central drop off location for payroll timesheets, accounts payable invoices and other related Business Service documents.
- Assists campus departments and students with general Business Services questions, such as accounts payable, procurement and payroll questions.
- Updates websites, distributes mail, creates and revises forms.

**Contracts & Procurement**

- Reviews contract language, including Memos of Understanding, on behalf of Associated Students and provides suggested alterations to the contract language to meet the requirements of the CSU system.
- Ensures appropriate insurance requirements are in place prior to procuring services or entering into contractual agreements.
- Orders supplies and services as directed, with an emphasis placed on sustainability and green products.
- Coordinates public bids for construction projects and other public works projects as necessary.
- Issues procurement and travel credit cards to appropriate employees or Associated Student council members.
Payroll

- Processes payroll semi-monthly by verifying the appropriate payroll document for accuracy and conformity with applicable labor laws.
- Assists employees with W-4 documentation and direct deposit set up.
- HSU will use the payroll processor, ADP, to process Associated Students payroll. ADP will be responsible for reporting payroll tax information to the appropriate agency and will be responsible for preparing employee’s annual W-2s. ADP is a well-known payroll processor that operates throughout the United States including over 100 international countries and territories.

Risk Management

- Aids in the identification and evaluation of risk, to facilitate the selection and application of the best risk management techniques. This process is designed to allow the university to carry out its mission with the lowest practicable risk exposure.
- Work with Associated Students to ensure an on-going Injury and Illness Prevention program is in place.

Student Financial Services (Cashiering)

- Receipts and records all cash and check transactions into People-Soft Finance and forwards the deposit to the appropriate financial institution.
- Provide weekly cash deposit reports.
- Provides change funds, cash advances as needed and petty cash reimbursements.
- Provide Cashiering Staff for special events and fundraisers.
- Assists with investment transfers in accordance with Associated Students Investment policy.

University Budget

- Responsible for inputting Associated Students approved Programs and IRA budget data into the People-Soft Finance module.
- Responsible for updating or revising any previously established budget data.
- Provide assistances in the development of multiple year budgets and forecasting models as needed.
- Coordinates with AS Board of Finance to develop the annual budget for AS

Other Services

- The HSU staff will work closely with the AS Executive Director and will be available to advise student leaders involved with student government and programs, including events.

Human Resources

- Establish system for compliance with immigration and naturalization (INS) of eligibility guidelines for new employees
- Advise AS program directors regarding legal aspects of interviewing, hiring and terminating employees.
- Advise AS Executive Director on personnel benefit programs, current labor laws and regulations.

Information Technology

- HSU will provide Information Technology (IT) Services and infrastructure to AS Administrative Staff

Office Space and AS Facilities

- HSU will provide the AS with space in the UC South Lounge for Council and Administrative offices or other suitable space.
- HSU will provide basic custodial service to AS offices.
- AS agrees to keep and maintain the AS Office space in a clean and orderly condition.
- AS shall not alter or change the office space without the written consent of the VP, Administrative Affairs.
- Approved changes shall be made under the direction of the Administrative Affairs Operations Manager.
• HSU will assist AS Executive Director with coordination of repairs of AS houses.